

REMARKS

Claims 12 and 17 are cancelled and Claims 11, 18, 19, and 22 are amended.

The Examiner has rejected Claims 1-5 and 10 under 35 USC 103 (a) as unpatentable over Lee et al. '279. The Examiner argues that Column 3, line 65 through Column 4, line 5 state that the accordion file may be translucent and made of polypropylene and lines 40+ of Column 5 state that the device may be transparent and colored. The Examiner then says "Note front wall 14e and rear wall 14c." However, applicant finds nothing that indicates that front wall 14e and rear wall 14c are translucent or transparent. As indicated by the Examiner, Column 3, line 65 through Column 4, line 1 state "In the preferred embodiment, the accordion file is formed of translucent 0.18-0.22 mm gauge plastic to allow viewing of, or ascertaining the presence of, contents." Then continuing, however, Lee et al. say "The outer cover 14 is preferably of a relatively tough plastic, rigid enough to provide the desired stability to the system and protection to the contents. In a preferred embodiment the cover is formed of 0.5-0.8 mm gauge polypropylene plastic." However, while Lee et al. specifically say that the "accordion file" is translucent, Lee et al. say nothing about the cover being translucent. It should be noted that Column 3, lines 64-65, immediately before the part referred to by the Examiner teach that the "accordion file 12 is wrapped in an outer cover 14." Thus, the accordion file 12 is a separate element of the Lee et al. storage system from the outer cover 14. The accordion file 12 is specifically indicated in a preferred embodiment as translucent, but the outer cover 14 when being similarly described is not indicated as being translucent. Because the cover 14 and accordion file 12 have been indicated as separate parts, the indication of the accordion file being

translucent does not carry over to the cover. Similarly, lines 40+ of Column 5 state “The accordion may also be transparent or opaque, and may be colored in various schemes. The cover also may be made of other materials, including plastics, paper based stocks, cloth or leather, for example. Composite construction, for example using leather or cloth with metal support inserts is also envisioned.” Again, Lee et al. state that the accordion file may be transparent, but says nothing of the cover 14 being transparent. Further, most of the examples given for the cover materials and construction clearly are not transparent, such as paper base stock, cloth or leather. There is nothing in Lee et al. indicating that there is any importance in having the cover transparent. Importantly, while translucence and transparence is mentioned in connection with the accordion, and the allowing of “viewing of, or ascertaining the presence of, contents” is mentioned in connection with the accordion, neither of these is mentioned at all in connection with the cover. Thus, applicant submits that Lee et al. ‘279 does not teach or suggest that all walls of the organizer “are constructed of see-through material.”

Applicant’s Claim 1 recites “An expandable scrapbooking organizer having a cover and a closed position and an open position, said organizer having a plurality of first, substantially square expanding pockets”. Thus, the cover and the expanding pockets are part of the “organizer.” Claim 1 then requires “all walls of said organizer are constructed of see-through material.” Since the cover is part of the organizer and forms walls of the organizer, Applicant’s Claim 1 requires that the cover as well as the expanding pockets be constructed of “see-through material.” Lee et al. ‘279 does not teach or suggest that the cover be translucent or transparent so does not teach or suggest that all walls of the organizer “are constructed of see-through material.” Therefore, Claim 1, and claims dependent thereon should be allowable.

Claims 11 and 22 have been amended to recite that all walls are see-through similarly as required by Claim 1, so Claims 11 and 22, and claims dependent thereon, should also be allowable.

Please charge any additional fees due, or deposit any overpayments, to Deposit Account No. 20-0100 of the undersigned.

Dated this 6th day of October, 2008.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert R. Mallinckrodt", written in a cursive style.

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